

## **Exhibit A**

**SINGLE VENDOR AUCTION AGREEMENT ("AGREEMENT")**

**DATE:** 11 December 2019

**WHEREAS** the Parties wish to hold an auction for a collection of motor cars, various tools and parts, and memorabilia subject to the terms and conditions of this Agreement.

**IN CONSIDERATION** of the respective covenants and agreements contained in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are mutually acknowledged), the Parties (defined below) covenant and agree as follows:

- 1. Parties:** The Parties subject to this Agreement are as follows:
  - 1.1.** RM Auctions, Inc. d.b.a. RM Sotheby's of 5536 County Road 11A, Auburn, IN 46706 and its respective partners, officers, directors, shareholders, employees, consultants, agents, accountants, lawyers, representatives, affiliates, successors, or designates ("RMS");
  - 1.2.** Mark Iammartino, not individually but solely as Chapter 11 trustee for the bankruptcy estate of Najeeb Ahmed Khan (the "Khan Trustee") c/o Development Specialists, Inc., 10 South LaSalle Street, Suite 3300, Chicago, IL 60603; and
  - 1.3.** Kelly M. Hagan, not individually but solely as Chapter 11 trustee for the bankruptcy estates of NAK Holdings, LLC, GN Investments, LLC, and KRW Investments, Inc. (the "Michigan Corporate Trustee") c/o Hagan Law Offices, PLC of P.O. Box 6844, Traverse City, MI 49696.

For the convenience of the Parties, the Khan Trustee and the Michigan Corporate Trustee are collectively referred to herein as "Consignor". Notwithstanding any other provision contained herein, (i) the Khan Trustee, the Michigan Corporate Trustee and RMS hereby agree that in those provisions hereof that implicate one or more Motor Car(s) or Any Other Lot(s) (e.g., 9.1, 9.6, 10.1, 11.4 and 14.1), the rights, liabilities and duties of "Consignor" under such provisions shall be held by the Chapter 11 Trustee (the Khan Trustee or Michigan Corporate Trustee, as applicable) of the bankruptcy estate that owns the relevant Motor Car(s) or Any Other Lot(s) with respect to those items and not by the other Chapter 11 Trustee; and (ii) Consignor shall not be bound by the terms hereof until Consignor is authorized to enter into this Agreement by the United States Bankruptcy Court for the Western District of Michigan, or such other U. S. Bankruptcy Court then having jurisdiction over the Bankruptcy Cases in which Consignor serve as Trustees (the "Bankruptcy Court");

(RMS and Consignor together "Parties")

- 2. Collection:**
  - 2.1.** The motor cars and memorabilia described in this Agreement are outlined in Schedule 2 ("Motor Car(s) or Any Other Lot(s)" or the "Collection"), which is substantially complete but is subject to finalization by the Parties. Consignor shall not have any liability to RMS for any Motor Car(s) or Any Other Lot(s) withdrawn from Schedule 2 in connection with such finalization, under section 22.2 hereof or otherwise.
    - 2.1.1.** The Parties mutually agree to finalize Schedule 2 in good faith by 15 January 2020, and no later than 31 January 2020. Upon finalization, the *Withdrawn Motor Car(s) or Any Other*

*Lot(s)* clause will apply.

- 2.2. The Parties agree that in addition to the Motor Car(s) or Any Other Lot(s) outlined in Schedule 2, there are various tools and parts currently located in hangars and/or warehouses that will also be offered for sale at the Auction (defined below).
- 2.3. Upon mutual agreement of the Parties, [16] cars and [6] motorcycles located offsite from Elkhart, Indiana, most of which reside in Arizona, will either be transported back to Indiana to join the Collection Auction or, alternately, be consigned to an on-going RMS calendar catalog auction, as mutually agreed. Cost of relocation of any such cars and motorcycles shall be borne by RMS.
3. **Auction:** The Parties agree that the Consignor will provide and RMS will conduct an Auction for the Motor Car(s) or Any Other Lot(s) at 2800 Aeroplex Drive, Elkhart, IN 46514 ("Auction Premises") with the Auction preview on 30 April 2020 and the Auction being held from 1 – 2 May 2020 ("Auction"). At the Auction, all of the Motor Car(s) or Any Other Lot(s) shall be expressly sold in accordance with the "As Is, Where Is" term that is set out in the Bidders' Conditions of Business that all Bidders are contractually bound by ("As Is, Where Is") and is outlined below:

**All Sales Are "As Is" and "Where Is."** No warranties or representations of any type whatsoever are made by any person or entity regarding any motor car or any other lot offered in an RM sale. Statements printed in catalogues, online content, pre-mailers, advertisements, brochures, signs, and window cards, as well as verbal statements made by auctioneers or auction staff, are based on statements of Najeeb Khan and historical files, if any, and neither RM nor the Consignor has any obligation to verify or authenticate any such statements. All motor cars or any other lots are sold as is, where is, with no representations or warranties, expressed or implied. **THE CONSIGNORS AND RM DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, AS TO CONDITION, ORIGINALITY, OR AUTHENTICITY; ORIGIN OR PROVENANCE; PREVIOUS USE OR OWNERSHIP; MANUFACTURING OR RESTORATION PROCESSES; YEAR OR AGE; SERIAL NUMBER, MAKE, OR MODEL; OPTIONS AND TOOLS; ENGINE HOURS; AND MILEAGE OF ANY MOTOR CAR OR ANY OTHER LOT OR COMPONENT OF ANY MOTOR CAR OR ANY OTHER LOT, AND THEY SPECIFICALLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

- 3.1. Upon the mutual agreement of the Parties, if the Auction cannot be held for whatever reason during the weekend of 1 May, the Auction will be held the weekend of 29 May 2020.
4. **RMS Receiving Motor Car(s) or Any Other Lot(s) In Trust:** Any consigned Motor Car(s) or Any Other Lot(s) is/are delivered to RMS in trust under the exact terms set forth in this Agreement. RMS agrees to receive the Motor Car(s) or Any Other Lot(s) in trust and agrees not to permit its/their use for any other purposes, other than those contained in this Agreement, without the express written consent of the Consignor.
5. **Services:**
  - 5.1. RMS agrees to act as an agent for the Consignor and to provide Auction services, including but not limited to, a sales facility, clerks, support staff, event advertising, security, and promotion. In connection with the Auction, RMS will have absolute discretion with regard to the Motor Car(s) or Any Other Lot(s) or any RMS auction as to (a) consulting any expert either before or after the sale,

(b) researching the provenance, (c) grouping and providing catalogue and other descriptions as may be appropriate, (d) marketing and promotion of the sale, and (e) any other services required to conduct the sale.

**5.2. RMS will provide two Auctioneers for the Auction.**

**5.2.1. RMS will provide a list of four to five Auctioneers employed by RMS to the Consignor; RMS will recommend the two Auctioneers for the sale. The Consignor shall then choose two Auctioneers from the list to provide auctioneer services for the Auction.**

**5.2.2. RMS will ensure the final two Auctioneers have the relevant licenses for the Auction in the State of Indiana.**

**6. Reserve(s): The Motor Car(s) or Any Other Lot(s) shall be offered without reserve(s).**

**6.1. Upon mutual agreement of the Parties and, subject to further review and discussion between the Parties, reserve prices may be placed on the 2015 Jaguar E-Type Lightweight, 2017 Jaguar XKSS, and the 2018 Jaguar D-Type (together "Jaguar Continuation Cars") as outlined in Schedule 2 at a later date but no later than the catalogue deadline for the Auction, which is expected to be on or around March 16, 2020.**

**6.2. Upon execution of this Agreement, RMS will use commercially reasonable efforts to secure irrevocable bids ("IB" or "IBs") for the Jaguar Continuation Cars by working with Jaguar Classic of Jaguar Land Rover Limited and/or working with select RMS clients to secure IB agreements, whereby select bidder(s) enter into contractual agreement(s) in advance of the auction to provide a minimum bid on the Jaguar Continuation Cars. Subject to approval by the Bankruptcy Court, Consignor and RMS may mutually agree to provide a financial incentive to prospective bidder(s), to be negotiated with the prospective bidder(s), to enter into such IB agreement(s).**

**7. Entry Fee(s) and Marketing Fee(s): RMS' standard entry fee(s) and marketing fee(s) are hereby waived.**

**8. Commissions:**

**8.1. For the sale of Motor Car(s) or Any Other Lot(s) at the Auction, the Seller's Commission will be waived.**

**8.2. The Consignor acknowledges that in addition to the Hammer Price(s) (the last accepted bid(s) is/are the Hammer Price(s) ("Hammer Price(s)")), the winning Bidder(s) is/are required to pay RMS a percentage of the Hammer Price(s) as outlined below, which RMS retains as the Buyers' Premium for the purchase of each Motor Car(s) or Any Other Lot(s):**

**8.2.1. In the event of a final Hammer Price(s) of US\$250,000 and below on all motor car lots, RMS will receive a Buyers' Premium of 12%.**

**8.2.2. In the event of a final Hammer Price(s) above US\$250,000 on all motor car lots, RMS will receive a Buyers' Premium of 12% on the first US\$250,000 and will receive a Buyers' Premium of 10% on the Hammer Price(s) above US\$250,000.**

**8.2.3. Buyers of all non-motor car lots, including but not limited to memorabilia, motorcycles, boats, trailers, jewelry, and clothing, are required to pay RMS a Buyers' Premium of 20% on the Hammer Price(s) of those particular lots.**

**(the fees described in this section 8.2 are hereinafter referred to as the "Buyers' Premium").**

**9. Proceeds to Consignor:**

- 9.1. As an accommodation to the Consignor, RMS agrees to act as an intermediary between the Consignor and the Buyer(s) by accepting the purchase price(s) from the Buyer(s), transferring the Motor Car(s) or Any Other Lot(s) to the Buyer(s), and delivering the amounts due to the Consignor under this Agreement. To the extent that the Motor Car(s) or Any Other Lot(s) is/are sold by RMS during the term of this Agreement, RMS shall disburse the proceeds thereof to Consignor within 20 business days after the sale, provided that the purchase price(s) and fees have been received by RMS, in accordance with the terms of this Agreement. Consignor shall hold such sale proceeds in segregated accounts pending further order of the Bankruptcy Court. RMS shall have no recourse to Consignor for any Buyers' Premium, which shall be the sole responsibility of the applicable Bidders.**
- 9.2. As used in this Agreement, a "sale" occurs between the Consignor and the Buyer(s) when the hammer or equivalent device or mechanism drops on the Hammer Price(s) or when the auctioneer awards the Motor Car(s) or Any Other Lot(s) to the highest Bidder(s).**
- 9.3. The Consignor authorizes RMS to release the Motor Car(s) or Any Other Lot(s) to the successful Buyer(s) upon RMS receiving full payment of cleared funds from the Buyer(s) or financing terms that are mutually agreed to with both RMS and Consignor.**
- 9.4. The Consignor agrees to rely solely upon proceeds received by RMS from the Buyer(s) for payment for the Motor Car(s) and Any Other Lot(s). In the rare circumstance that RMS deems it necessary to take a lower value than the Hammer Price(s) from the Buyer(s) to maintain the sale of a Motor Car(s) or Any Other Lot(s), RMS will provide the Consignor with the amount received from the Buyer(s) less applicable Buyers' Premium, taxes, and expenses and not the original amount owed under this Agreement.**
- 9.5. Before payment of any money due to the Consignor is to be made, the Consignor agrees to provide RMS with the documents (e.g., a Bankruptcy Court order authorizing sale of relevant Motor Car(s) or Any Other Lot(s) free and clear of liens, claims and encumbrances) necessary to transfer the Ownership (defined below) of the Motor Car(s) or Any Other Lot(s) to the Buyer(s).**
- 9.6. If RMS has reason to believe that the (i) Consignor has materially breached the terms and conditions of this Agreement, (ii) Intentionally omitted, and/or (iii) Consignor's actions could potentially cause RMS material liability ("dispute"), RMS, at its sole discretion, may withhold payment to the Consignor in an amount not to exceed the lesser of RMS's asserted damages resulting therefrom and the purchase price of applicable Motor Car(s) or Any Other Lot(s), and shall maintain such funds in a segregated account until the dispute has been resolved by the Bankruptcy Court.**
- 10. Exclusivity: The Consignor grants to RMS the exclusive right and authority to advertise and sell the Motor Car(s) or Any Other Lot(s) for a period beginning with the date of this Agreement and ending 60 business days following the Auction. In no event shall RMS's exclusivity rights in this section exist beyond August 15, 2020.**

- 10.1. If the Motor Car(s) or Any Other Lot(s) is/are sold prior to the Auction and RMS has not agreed in writing to this sale, the Motor Car(s) or Any Other Lot(s) will then be considered "withdrawn" from the Auction by the Consignor, and the Consignor agrees to abide by clause 22, *Withdrawn Motor Car(s) or Any Other Lot(s)*, of this Agreement.
- 10.2. If the Motor Car(s) or Any Other Lot(s) do(es) not sell at Auction, the Consignor grants RMS the authority to list the Motor Car(s) or Any Other Lot(s) for sale on RMS' Private Sales website and advertise, in other media at RMS' discretion, the Motor Car(s) or Any Other Lot(s) for sale up to 60 days after the Auction at prices(s) mutually agreed by RMS and Consignor. RMS shall not receive any commission from the Consignor but shall be entitled to receive the applicable Buyers' Premium from the Buyer(s), whether the Motor Car(s) or Any Other Lot(s) is/are sold via auction or private sale.
11. **Titles, Registration Documents, and/or Appropriate Documents Evidencing Chain of Ownership to Motor Car(s) or Any Other Lot(s):**
  - 11.1. Consignor shall provide any and all titles, registration documents, or appropriate documents evidencing Ownership and/or government registrations (such as Purchase Agreements and Bills of Sale) ("Titles") to the Motor Car(s) or Any Other Lot(s) to RMS prior to the Auction of the Motor Car(s) or Any Other Lot(s).
  - 11.2. The Consignor warrants that the Consignor is the sole owner of the Motor Car(s) or Any Other Lot(s), and/or that, upon approval of this Agreement and the Auction by the Bankruptcy Court, the Consignor shall have the necessary legal authority to sell the Motor Car(s) or Any Other Lot(s) ("Ownership") pursuant to the terms of this Agreement.
  - 11.3. The Consignor agrees to provide RMS with such lien releases and/or other documents (e.g., a Bankruptcy Court order authorizing sale of relevant Motor Car(s) or Any Other Lot(s) free and clear of liens, claims and encumbrances) necessary for RMS to transfer clear and marketable Titles to the Motor Car(s) or Any Other Lot(s) at the Auction.
  - 11.4. The Consignor will indemnify and hold RMS harmless from any claims, demands, losses, expenses, damages, costs, actions, and liabilities, including and without limitation to court costs and attorney fees, of whatever kind or nature that may or may not occur, whether known or unknown, on the account of or arising out of all matters related to the Ownership and Titles, except for any such matters arising from RMS's gross negligence or willful misconduct. Consignor's indemnification liability with respect to the sale of any Motor Car(s) or Any Other Lot(s) shall not exceed the purchase price at the Auction for such item(s).
12. **Power of Attorney/Power of Agency:** The Consignor agrees to grant and execute a Continuing Power of Attorney/Power of Agency (attached as Schedule 12) wherein the Consignor hereby constitutes and appoints RMS and any employee acting in its capacity as an RMS representative to be the Consignor's lawful Attorney-in-Fact, for the sole purpose of facilitating the sale and transferring Titles for the Motor Car(s) or Any Other Lot(s), in accordance with the Agreement.
13. **Non-Payment by Buyer(s):** In the event of non-payment by the Buyer(s), RMS will endeavor to use reasonable efforts to enforce payment from the Buyer(s); however, RMS shall not be liable to the Consignor for payment. If the Buyer(s) do(es) not pay RMS, then at RMS' reasonable discretion after consulting with Consignor, RMS may cancel the sale and return the Motor Car(s) or Any Other Lot(s) to the Consignor, enforce payment by the Buyer(s), or take other actions permitted by law. Notwithstanding the preceding sentences, if RMS has paid any portion of the



purchase price(s) for such Motor Car(s) or Any Other Lot(s) to the Consignor, but the purchase price(s) has/have not been collected from the Buyer(s) of the Motor Car(s) or Any Other Lot(s), the Consignor hereby agrees, simultaneously with such payment, to assign to RMS any and all rights that the Consignor may have against such Buyer(s) to the extent of such payment, whether at law, in equity, or under the terms and conditions of this Agreement. The Consignor agrees to execute any documents reasonably necessary to evidence this assignment, including with respect to the Consignor's representations, warranties and indemnities as set forth in this Agreement. The Consignor authorizes RMS, at RMS' sole discretion, to impose on any Buyer(s), and retain for Consignor's account, a late charge if payment is not made in accordance with the terms and conditions of this Agreement.

**14. Motor Car(s) or Any Other Lot(s) Description(s):**

14.1. The Consignor agrees to accept sole responsibility and liability for any representations made by RMS that accurately repeat the information supplied by the Consignor as to the character, features, condition, correctness, authenticity, or history of the Motor Car(s) or Any Other Lot(s), and also to indemnify, defend, and hold RMS harmless from any claims that may be made with respect to any such representations, unless such claims arise from RMS's gross negligence or willful misconduct. RMS shall inform all Bidders that Motor Car(s) and Any Other Lot(s) are being sold on an As Is, Where Is basis as outlined in clause 3 of this Agreement.

14.2. The Consignor is required to review and approve any and all catalogue descriptions within 5 business days of receiving the catalogue description from RMS' Research department; if RMS does not receive a response to its request to review within 5 business days, RMS will consider this an approval of the catalogue description and a representation that RMS can rely upon. The catalogue shall inform bidders of the terms of sale set forth in the last sentence of Section 14.1.

**15. Motor Car(s) or Any Other Lot(s) Operation:**

15.1. The Consignor acknowledges that, should RMS, at RMS' sole discretion, determine that the Motor Car(s) or Any Other Lot(s) is/are not safe to operate or move, the Motor Car(s) or Any Other Lot(s) will not be allowed across the block.

15.2. The Consignor authorizes RMS, at RMS's own expense and with the prior written consent of Consignor, to perform Minor Work (defined below) on the Motor Car(s) or Any Other Lot(s) to facilitate the Motor Car(s) or Any Other Lot(s) starting and presentation for sale. The Consignor will hold RMS harmless and indemnify RMS from any damage or liability caused by the Minor Work performed by RMS' staff on the Motor Car(s) or Any Other Lot(s), except to the extent such damages or liability arise from RMS' gross negligence or willful misconduct. Consignor's liability hereunder shall not exceed the purchase price of the relevant Motor Car(s) or Any Other Lot(s).

15.2.1. The term "Minor Work" will include, but is not limited to, work associated with batteries, gas, and reasonable detailing for the purposes of a sale for a complete Motor Car(s) or Any Other Lot(s).

15.2.2. If RMS deems more than "Minor Work" is required and the Consignor wishes not to perform the necessary work, the Consignor acknowledges that the Motor Car(s) or Any Other Lot(s) may not achieve full value and thereby, reducing the Consignor's potential net proceeds.

16. **Drivers:** The Consignor acknowledges and grants permission for RMS and its insured employees and agents, at RMS's expense, to move the Motor Car(s) or Any Other Lot(s) from time to time before, during, or after the sale for sole purposes of executing the Auction; provided, however, RMS and its employees shall not drive any Motor Car(s) on the open road. The Consignor acknowledges that it is the Consignor's responsibility to maintain sufficient insurance coverage to permit such moving, and the Consignor specifically agrees to indemnify, defend, and hold RMS harmless from any liability that may result from such movement of the Motor Car(s) or Any Other Lot(s), except to the extent that such liability arises from RMS's gross negligence or willful misconduct. Consignor's liability hereunder shall not exceed the purchase price of the relevant Motor Car(s) or Any Other Lot(s).
17. **Cancellation/Rescission of Auction:** RMS will use reasonable efforts to avoid cancellation/rescission; however, RMS has the sole discretion to cancel/rescind the Auction and will not be liable to the Consignor for any losses or damages resulting from the cancellation/rescission if RMS reasonably believes the following events have occurred or have a reasonable probability of occurring:
  - 17.1. Force majeure events, including but not limited to:
    - 17.1.1. Any natural disaster or Act of God that, despite reasonable efforts, materially restricts RMS from holding the Auction;
    - 17.1.2. Structural damage to the Auction venue prior to the Auction that, despite reasonable efforts, materially restricts RMS from holding the Auction; and
    - 17.1.3. A terrorist event that, despite reasonable efforts, materially restricts RMS from holding the Auction.
  - 17.2. Government/court actions, orders, injunctions, regulations, laws, or non-compliance with applicable rules, regulations, or laws to hold an Auction that necessitate a cancellation.
18. **Cancellation/Rescission of Motor Car(s) or Any Other Lot(s):** RMS will use reasonable efforts to avoid cancellation/rescission; however, RMS has the sole discretion to cancel/rescind the sale of a Motor Car(s) or Any Other Lot(s) and will not be liable to the Consignor for any losses or damages resulting from the cancellation/rescission if RMS reasonably believes the following events have occurred or have a reasonable probability of occurring:
  - 18.1. The Motor Car(s) or Any Other Lot(s) has/have been intentionally and materially misrepresented by the Consignor;
  - 18.2. Physical damage to the Motor Car(s) or Any Other Lot(s), which cannot be sufficiently repaired prior to the Auction, occurred after this Agreement was signed;
  - 18.3. RMS is served with a lawsuit from a third party or court order in relation to the Motor Car(s) or Any Other Lot(s) that materially limits RMS's ability to sell it/them;
  - 18.4. Intentionally omitted;
  - 18.5. Material issues regarding the Titles, registrations, or transfer of Ownership that cannot be reasonably cured;



- 18.6. **Material issues regarding the provenance, merchantability, or authenticity of the Motor Car(s) or Any Other Lot(s) that cannot be reasonably cured;**
- 18.7. **Government/court actions, orders, injunctions, regulations, laws, or non-compliance with applicable rules, regulations, or laws to sell the Motor Car(s) or Any Other Lot(s) at Auction that necessitate a cancellation; or**
- 18.8. **If there are legitimate claims, accusations, notices, or similar communications made by the Buyer(s) in regard to their purchase of a Motor Car(s) or Any Other Lot(s) not being authentic having an encumbered Title(s) or registration, or having a similar claim, RMS has the right to cancel the sale of the applicable Motor Car(s) or Any Other Lot(s) and reimburse the payment to the Buyer(s) if RMS determines in its reasonable discretion that the Buyer(s)' claims are valid.**
19. **Estimates and Catalogue Descriptions:** Any pre-sale estimates are intended as guides for prospective Bidders. RMS makes no representation or warranty of the anticipated selling price(s) of a Motor Car(s) or Any Other Lot(s), and no estimate(s) anywhere by RMS of the selling price(s) of a Motor Car(s) or Any Other Lot(s) may be relied upon as a prediction of the actual selling price(s). Estimates included in catalogues, online, in pre-mailers, in any advertisements, or elsewhere are preliminary only, and they are subject to revision by RMS from time to time at its sole discretion. The Consignor acknowledges that RMS will not be liable to Consignor for any errors or omissions in the catalogue or other descriptions of a Motor Car(s) or Any Other Lot(s) except in cases involving RMS's gross negligence or willful misconduct, and these descriptions make no guarantees, representations, or warranties whatsoever to the Consignor with respect to a Motor Car(s) or Any Other Lot(s), its/their attribution, legal title, condition, value, or other characteristics.
20. **Odometer Statement(s):** The Consignor will provide duly executed odometer statement(s) to the best of Consignor's knowledge information and belief, on or before the first day of the Auction.
21. **Insurance:**
  - 21.1. **The Consignor will be responsible for maintaining adequate property insurance on the Motor Car(s) or Any Other Lot(s) at all times, and this insurance must be at least equal to the aggregate low pre-sale Auction estimate(s) for the Motor Car(s) or Any Other Lot(s), which in each case shall include insurance for damages to the Motor Car(s) or Any Other Lot(s) and shall not be cancellable by the insurance company until after Ownership and Titles has/have passed to the Buyer(s) and the Buyer(s) has/have taken possession of the Motor Car(s) or Any Other Lot(s) from RMS.**
  - 21.2. **While in RMS' care, custody, and control, RMS will be responsible for maintaining adequate property insurance on the Motor Car(s) or Any Other Lot(s) at all times, and this insurance must be at least equal to the aggregate low pre-sale Auction estimate(s) for the Motor Car(s) or Any Other Lot(s), which in each case shall include insurance for damages to the Motor Car(s) or Any Other Lot(s) and shall not be cancellable by the insurance company until after Ownership and Titles has/have passed to the Buyer(s) and the Buyer(s) has/have taken possession of the Motor Car(s) or Any Other Lot(s) from RMS.**
  - 21.3. **If the list of Motor Car(s) or Any Other Lot(s) is amended, the Consignor will also be required to insure any additional motor cars or any other lots until a sale is finalized.**

- 22. Withdrawn Motor Car(s) or Any Other Lot(s):**
- 22.1.** The Consignor acknowledges that RMS has/have incurred and will incur significant costs preparing, advertising, marketing, and promoting the Motor Car(s) or Any Other Lot(s) for the Auction.
- 22.2.** If the Consignor withdraws one or more of the Motor Car(s) or Any Other Lot(s) from the Auction after the signing of this Agreement, the Consignor will pay RMS the commissions that would have been due under this Agreement had the Motor Car(s) or Any Other Lot(s) (a) met their published low estimate(s) or (b) if no published low estimate(s), then the Motor Car(s) or Any Other Lot(s) fair market value(s) as determined by mutual agreement of the Parties, by 5:00 p.m. of the next business day following the auction. [Note: 1967 Firebird should be excluded before signing.]
- 23. Mutual Indemnification:** Each of the Khan Trustee, the Michigan Corporate Trustee, and RMS will each indemnify and hold the other parties harmless from any and all losses, costs (including legal expenses), claims, actions, and expenses sustained due to its own breach of this Agreement.
- 24. Bidding Restrictions:** The Consignor hereby agrees not to bid on his/her/their Motor Car(s) or Any Other Lot(s). The Consignor shall neither instruct nor permit any other person to bid on behalf of the Consignor for his/her/their Motor Car(s) or Any Other Lot(s). If, however, in violation of the foregoing, the Consignor (or his or her agent) bids on his/her/their Motor Car(s) or Any Other Lot(s) and becomes the successful Bidder, the expenses and commissions on the Hammer Price(s) shall be payable by the Consignor. If the Consignor does not pay in accordance with this clause, his/her/their Motor Car(s) or Any Other Lot(s) may be sold without reserve(s) with RMS retaining the expenses and commissions.
- 25. No Joint Venture or Partnership:** The Parties agree that nothing in this Agreement shall constitute any form of joint venture or partnership between them.
- 26. Entire Agreement:** This document shall be binding upon the Parties and their respective heirs, personal representatives, and assigns. Except as otherwise expressly provided herein, this Agreement shall not be modified, except in writing. Whenever used in this Agreement, as the contract requires, the singular number shall include the plural, the plural number shall include the singular, the masculine gender shall include the feminine and neuter, the feminine gender shall include the masculine and neuter, and the neuter gender shall include the masculine and feminine.
- 27. No Legal or Tax Advice:** This Agreement is an important legal document. The Consignor acknowledges that the Consignor has had the opportunity to consult an attorney before signing this Agreement and has signed this Agreement after having the opportunity to consult with an attorney of their own choosing. Notwithstanding any references to any transactions or arrangements in this Agreement, or any contemporaneous written, oral, or implied understandings of the Parties relating to the subject matter of this Agreement, RMS has not provided legal or tax advice or tax planning services to the Consignor or for the Consignor's benefit in connection with the transactions contemplated by this Agreement, and no one at RMS has acted as the Consignor's attorney or tax advisor.
- 28. Data Use:** The Consignor agrees to allow RMS to use their personal information in accordance with RMS' privacy policy. RMS uses your personal information to provide services specifically tailored toward your requirements and to treat you in a personal way; to fulfill your agreements regarding the consignment and purchase of items at RMS auctions and private sales; to provide you with information on upcoming sales; to carry out analysis and market research; to undertake

targeted online advertising; to send status updates and service communications; to improve our websites, products, and services; to provide payment services; and for management and administrative purposes. The full Privacy Policy can be found at the bottom of the RMS website homepage under the Privacy and Terms tab. If you wish to ask any questions regarding the use of your personal information, request a full accounting of what personal information is on file with RMS, unsubscribe to any services, or purge your personal information from RMS' systems, please email [privacy@rmsothebys.com](mailto:privacy@rmsothebys.com).

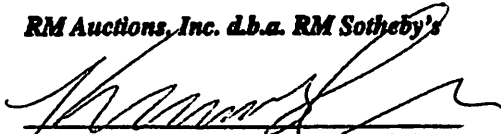
29. **Anti-Money Laundering:** The Consignor agrees to provide all information and assistance reasonably requested by RMS to comply with RMS' internal anti-money laundering process and to comply with any and all anti-money laundering laws and regulations in force in the jurisdiction in which the Auction is held.
30. **Photography, Videography, and Illustrations:** All photographs, videography, and illustrations commissioned by RMS for the Motor Car(s) or Any Other Lot(s) are the absolute property of RMS, and RMS shall have the absolute right to use the photographs, videography, and illustrations as RMS deems fit.
31. **Other:**
  - 31.1. If any term of this Agreement is invalid or unenforceable, that term shall be deemed modified or deleted, but only to the extent necessary to comply with the statute, regulation, ordinance, order, or rule, and the remaining provisions of this Agreement shall remain in full force and effect.
  - 31.2. This Agreement may be executed in counterparts, each of which shall be deemed an original, and each of which together shall constitute one and the same instrument. A counterpart signature page of this Agreement executed by a party and transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as an original, fully binding and with full legal force and effect, and the Parties waive any rights they may have to object to such treatment.
  - 31.3. The Parties hereby agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be adjudicated in the Bankruptcy Court.
  - 31.4. This Agreement constitutes the entire agreement between the Parties, and, except as stated herein and in the instruments and documents to be executed and delivered, contains all the representations, conditions, and warranties of the respective Parties. This Agreement supersedes and replaces that certain Single Vendor Auction Agreement dated 12 August 2019 by and among RMS and Najeeb Khan and all related agreements entered in connection therewith (collectively, the "Debtor Auction Agreements"), all of which are hereby agreed to be terminated and of no further force or effect. In addition, RMS waives any claim or right to payment that RMS may hold against the bankruptcy estates of Najeeb Khan or any affiliated debtor under the Debtor Auction Agreements or otherwise.
  - 31.5. This Agreement may not be amended or modified in any respect, except by written instrument signed by both Parties and with the prior written consent of the Consignor.

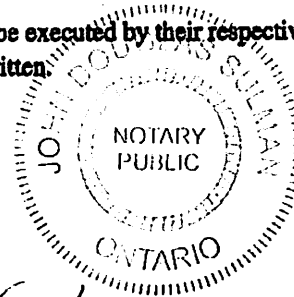
[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers or representatives that are duly authorized, as of the date first written.


SIGNED, SEALED, AND DELIVERED  
in the presence of:

**RM Auctions, Inc. d.b.a. RM Sotheby's**

  
Kenneth Ahn, President of RM Sotheby's



John Saliman  
Printed Name of Witness

  
Signature of Witness

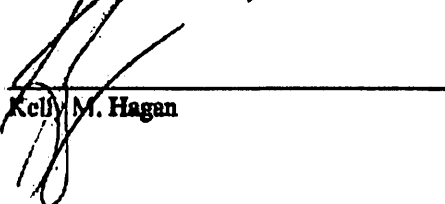
**Mark Iammartino, not individually but solely as  
Chapter 11 Trustee for the bankruptcy estate  
of Najeeb Ahmed Khan**

\_\_\_\_\_  
Mark Iammartino

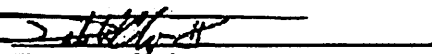
\_\_\_\_\_  
Printed Name of Witness

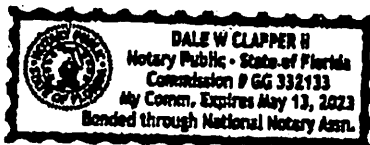
\_\_\_\_\_  
Signature of Witness

**Kelly M. Hagan, not individually but solely as  
Chapter 11 Trustee for the bankruptcy estates  
of NAK Holdings, LLC, GN Investments, LLC,  
and KRW Investments, Inc.**

  
Kelly M. Hagan

Dale W Clapper II  
Printed Name of Witness

  
Signature of Witness



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective officers or representatives that are duly authorized, as of the date first written.

**SIGNED, SEALED, AND DELIVERED**  
in the presence of:

***RM Auctions, Inc. d.b.a. RM Sotheby's***


\_\_\_\_\_  
Kenneth Ahn, President of RM Sotheby's

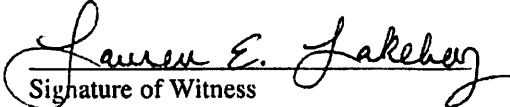
\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

***Mark Iammartino, not individually but solely as  
Chapter 11 Trustee for the bankruptcy estate  
of Najeeb Ahmed Khan***

  
\_\_\_\_\_  
Mark Iammartino

  
\_\_\_\_\_  
Printed Name of Witness

  
\_\_\_\_\_  
Signature of Witness

***Kelly M. Hagan, not individually but solely as  
Chapter 11 Trustee for the bankruptcy estates  
of NAK Holdings, LLC, GN Investments, LLC,  
and KRW Investments, Inc.***

\_\_\_\_\_  
Kelly M. Hagan

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

## SCHEDULE 2 TO SINGLE VENDOR AUCTION AGREEMENT

## LIST OF CARS &amp; BOAT

Year	Make	Model	VIN
1959	Cadillac	Trunkster	TED
1960	Mazda	K360	1054AJ01
1948	Plymouth	Special DeLuxe Six Sedan Wagon	P15889313
1959	Lincoln-Zephyr	Coupe	1R07960
1950	Studebaker	Commander Custom Starlight	4457269
2018	Jaguar	D-Type	XKD 805
2007	Chevrolet	Inquisit NASCAR Jeff Gordon'	24-428
2018	Dodge	Challenger SRT Demon	2C3CD2E92H100109
1957	Dodge	Adventure Hardtop Coupe	50412693
1958	Ford	Perfection Convertible	876571876
1954	Buick	Roadmaster Convertible	74801547
1957	Cord	812 Supercharged Coupelet	30023F
1968	Ford	Freight Convertible	2Z36780511585
1963	Chevrolet	Chevelle Sting Ray Finside Coupe	308378113266
1958	Chevrolet	Chevelle Finside	1583102873
1959	Shelby	Series 1	XL000246
1965	Shelby	427 S/C Cobra '4800 Series'	C5X4282
1972	Jensen	Interceptor II Sedan	1255231
1961	Ford	HK500 Sport Coupe	HK1CA1
1966	Shelby	GT350 H	5T9465590
1981	Dodge	DAC-12	SC30725738000688
1933	Ford	Roadster Street Rod	1R546421
1933	Frank-Haley	Roadster	2367
2015	Jaguar	E-Type Lightweight	8851081
2006	Ford	GT Heritage	1FAFP9686Y400374

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1944	Adco Martin	1945 Vantage Specification	1945/1947A
1949	F.M.L.	TJ 500 "Tiger"	VN 21054
2005	Maytag	Acro 8	00308
2003	Mercedes-Benz	300 S Roadster	WDC00035022
1948	Isu	Osaka GL Sedan 1	GL 815191
1946	Amphicar	770	101569
1959	Chrysler	Edselbach Marcks	598399718
1941	Vaux	409	022708
1958	Copacabana	T1-250 Transporter	A6758
1948	Crosby	OC Four "Happy Wagon" Van Green Truck	OC00009
1972	Lotus	Elan S4 Roadster Broadhead	yellow 0319
1965	Lotus	Elan S2 Roadster	264137
1974	Lotus	European John Player Special	34603
1962	Lotus	Elan	1969
1960	MG	MGA Twin-Cam Roadster	Y031232
1962	Austin-Healey	3000 M8 11 B17	EDT71.816
1960	Triumph	T13	257421/2L
1958	Maytag	Flm 4 Roadster	3745
1952	MG	TD	XFA7TD28049
1970	Fiat	850 Spider	10008
1961	Renault	4CV Lady	3697748
1973	Opel	GT	04077NC596317
1978	Fiat	124 Spider	134C28064224
1954	Fiat	8V Coupe	16588047
1967	Lotus	7 Roadster	engine FVW1512501
1917	Edison	Super Special Race Car	125
1927	Peugeot	Type 35 Grand Prix	41528
1923	Fiat	8V Supersport	16588041
1954	Fiat	8V Coupe	16588040
1972	Peugeot	305 GTiM4 Daytona Spider Conversion	14849

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Year	Subclass	Type M/LA	RECORDING DATE
1967	Gr-1000s	Series 200	2005002, 6019 - L156A date in
1969	Amco	7 Handback Roadster	5802
1967	Morgan	M Three-Wheeler	P600
2012	Morgan	3-Wheeler	2A9M13254C720X05
1968	Fis-Alumh	750 GT Double Bubble	10079042
1965	Fis	F800 Alumh	11070802466
1947	Fis	500 A Topallur	110774
1951	Fis	500 C Topallur	TED
1959	Amco-Barkley	Spide MR 1	16797
1946	Webster	Exciter	W/1502000
1970	Amco	Mild Cooper S	2A32114254A
1972	Amco	Mild Pickup	XLJ1124760A
1944	Amco	Mild Customers	AAW7309820
1962	Merris	Mild Transfer	993556
1928	Amco	A35 Van	AVSLC1150508
1928	Fis	600 Multiple	38208
1972	Ruman	Figure	PE10010467
1956	Mercedes-Benz	300 C Sedan	18017600005
1957	Jaguar	Mark VII	2871018
1956	Asphalt-Baked	Roadster	4000084
1971	Jaguar	E-Type Series 3 Fixed Head Coupe	P222020
1967	Jaguar	E-Type Series 2 4.2-Litre Roadster	J671B15602
1956	Jaguar	C-Type	804696
1953	Jaguar	XK 140 MK Coupe	020005
1957	Jaguar	XK 140 Roadster	8412947 VIN 0203083
1953	Cougar-Jaguar	TED	C97253
1947	Toyota	2000 GT	ME700000
2017	Jaguar	XK5S	XLCS3725-21
1972	De Tomaso	Pantera	THP0000968

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1956	Mercedes-Benz	ES 230		57539
1958	Mercedes-Benz	ES 230 Cabrio		67558
1957	BMW	Extra 300		50509
1958	Zenith	Jeun		W3571
1959	Coppenhagen	T2-250 Coupe		QJ35284
1961	AudiMercedes	Blindelen Spedel Cabriolet		1007791
1959	AudiMercedes	Blindelen Tractorable		80798
1970	Renault	NSO		A1650-102270
1964	Swifrom	Imp MR-I		34110361-02.5X
	Renault	e-Moto		TRD
1966	Aston Martin	DB6		D962582
1961	Rollad	403 Sedan		4257489
1953	Austin	A40 Somerset Coupe		CL3LJ40945
1967	Ford	Cougar Lotus 16 1 Sedan		BA14955944
1965	Pont	Cougar Lotus MR 1 Estate Cabrio		28783532103
1961	AMC	Metropolitan 1900 Convertible		E 92261
1957	Nash	Metropolitan Coupe		E34444
1958	Lincoln	Aurora E29 Sedan 6 Chgo		E2051801
1961	AMC Rammo	Gladiator Sprint		A3159831
1959	Alfa Romeo	Giulietta Spider		140894904
1961	Triumph	T18 Convertible		TSPVDT787402216
1965	Mercedes-Benz	280 SL		1804110008316
1956	Mercedes-Benz	190 SL Roadster		12104250082
1952	Ferrari	225 S Roadster		046030
1991	Ferrari	Testarossa		28536317A38408302
1970	Fiat	Fiat 2400 Spider		D50495404
1972	Ferrari	Fiat 246 GT		Q3228
1998	Ferrari	360 Modena		2854284047011059
1955	Edison	India		ET10010
2018	McLaren	720S		8304140C451W02187

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Year	Land Buyer	Series I FVIB	6115273
1946	Tata	787	2480332
1970	Sabara	300 Pacific Car	K311111364
1961	Bullard CA	Domestic	CALV76308
1952	Blackum	Blackum Sedan	10383
1957	Ford	Chrysler Lancer Mk 1 Sedan	TRD
1957	Radson	Staight 8 Sportsman's Coupe	644674
1942	ERP	D16 Triumph Truck	EAHV3383273378
1978	Toyota	F143 Land Cruiser	FA310298
1977	Hummer	El	1377A931V8176856
1963	AMC	Mickey Mite	AMC330786 0M41 21
1982	Spice Pack	Hallinger	530285
1971	Fiat	Spice 830	337281
1973	Volkswagen	The Thing	18304022
1977	Triumph	Spice 1500	FM62850JC
TRD	TRD	Ferrari V	TRD
1979	Fiat	Spider	194332614922
1956	Dodge	Triumph	chassis 28, engine T141428
1961	Ford	Triumph	105877
1972	Evans	Triumph	A3800107154
1970	Chrysler	Malibu	01CA3801
1963	Acme Union	Two-Door	620133887
1979	Volkswagen	Super Beetle	159207430
1967	Ford	1500 Convertible	118004850
1956	Jaguar	Black V8	7500358W
1963	Ford	1100 Buick	100CH00341
1953	Ford	500 C Motorcade	411793
1967	Audi	Mid Motor	A480180921
1968	Edison	Mid Convertible	engine B1800781
1972	Ford	800 Spider	1000860770

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Year	Model	Engine	Body Style	Color	Notes
1967	Jaguar	600 D	Hardtop	Black	15772576W
1961	Flat	600 D	Hardtop	Black	120D1029429
1969	Small	Delaney Truck	Hardtop	Black	D001T 236142
1969	Boys' car	Hardtop	Hardtop	Black	1149157
1966	Flat	Alfa Romeo Spider	Hardtop	Black	1000807200
1965	Classic	Oldsmobile	Hardtop	Black	0449427
1966	Classic	Vin	Hardtop	Black	252280
1970	Triumph	GT6+ Coupe	Hardtop	Black	XL77773L
1969	Classic	Oldsmobile	Hardtop	Black	A12800180648
1962	Classic	Classic	Hardtop	Black	6000116
2012	Flat	STD Alameda	Hardtop	Black	XC039983C314206
1967	Flat	Bravo	Hardtop	Black	U1502A22769
1971	Alfa Romeo	1750	Hardtop	Black	AB1501 380
	Front Carling	Shelby Race and Trailer	Hardtop	Black	TBD
1967	Amphicar	770	Hardtop	Black	10003371
1960	Fillmore	Mini Convertible Project	Hardtop	Black	TBD
1945	Willys	400	Hardtop	Black	415039
1928	Scout	EP	Hardtop	Black	A2302159
	Parade Lyra	Race car	Hardtop	Black	TBD
	Windsor	Exotic Mk III "Racer Boat"	Hardtop	Black	W-4253 99602 or 21172
1966	Jaguar	Mark 2.5	Hardtop	Black	2046009
2014	Toyota	Clarity MARCAR	Hardtop	Black	TBD
2012	Corvette	Exotic MARCAR Tule Barchetta, R.	Hardtop	Black	06-247
1972	Dodge	3402	Hardtop	Black	TBD
1968	Lin	GLS (GL Sedan)	Hardtop	Black	040012
1970	Flat	500 L	Hardtop	Black	1107250215
1969	Subaru	360	Hardtop	Black	K1112/467
1966	Amelia	Mini Moke	Hardtop	Black	AA000401403
1958	Ford	Anglin Sedan	Hardtop	Black	FR047446
1930	Ford	Model A Open Cab Pickup	Hardtop	Black	Engine A2000129

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Year	Company/Model	Year	Year
1980	Chevrolet-Monte Carlo	1980	Chevrolet
1981	Land Rover	1981	Series 2A Pickup
1984	Jeep	1984	CJ7 Range-Rover
1985	GMC	1985	Chevrolet
1986	Chevrolet	1986	3100 Pickup
1987	Mustang	1987	Mustang
1988	Mustang	1988	Mustang
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2097	Mustang	2097	Mustang
2098	Mustang	2098	Mustang
2099	Mustang	2099	Mustang
2100	Mustang	2100	Mustang

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Year	Make	Model	VIN
2012	Mercury	S-Trunk	2FAB550A9B113756
2012	Ford	Focus	3A9UD2556CY20436
2014	Ford	Focus	SW206389A
1987	Ford	Mustang	XCS77U19259
1980	Lotus	Elan Race Car	EB-2021502
1989	Lloyd	LS 600 Kooli Van "Tri Am"	6121507

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## LIST OF MOTORCYCLES

Year	Make	Model	VIN
1963	Vespa	App	54460
2004	Harley	Rena	1H89CS084A000150
TBD	Harley-Davidson	Heritage Softail	TBD
TBD	Harley-Davidson	Road King with Sidecar	TBD
2016	Indian	Roadmaster	TBD
2013	Harley-Davidson	Road King	TBD
2014	Harley-Davidson	FLD	TBD
TBD	BMW	Motorcycle 1200 GS	TBD
TBD	Harley	Wrench 2100	TBD
TBD	Harley	Freight	DA0105C208905
TBD	BMW	R602	1812929
TBD	Vespa	GL 150	7929
TBD	Harley	300	TBD
TBD	Harley	750 Four	TBD
1990	Indian	TBD	350004
TBD	Marathon	TBD	TBD
1965	Triumph	Bonerville	T120MD013443
1977	Triumph	Silver Jubilee Bonerville	E11111111
1988	Moto Guard	TBD	TBD
TBD	Lambretta	150	TBD
TBD	Vespa	Super Carra	TBD
TBD	Victoria	Arval	AS0866
TBD	Bum	Superport	GM03584
TBD	Atala	TBD	51488
TBD	Gallien	TBD	GTDSM 1017
1957	Harvard	Motorcycle	TBD
1957	OCMA	"Devil" Motorcycle	TBD

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TBD	Royal Ballfield	TBD	M05F8Y2Z2264578606
2013	Kenneth	TBD	FEALBEC1HDDA11133
2014	Baron	TBD	94800YVAA53311179
1999	Barley-Davidson	FEW	1ED1FHW15X7B7334
2009	Barley-Davidson	1200 Spider	1ED1CK317W6A0370
2009	Barley-Davidson	TBD	1ED1F84159786025
2018	Tishamph	7120	8A1D40ERLJTB47200

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## LIST OF TRUCKS, TRAILERS, &amp; EQUIPMENT

Year	Make	Model	VIN
TBD	TBD	22-Ft. Ramp-Less Open Trailer	N/A
TBD	Bravo	16-Ft. Enclosed Trailer	N/A
TBD	Argo	Frontier 650 8x6 ATV	N/A
TBD	Barcoles	1/2-Ton Platform Utility Truck	N/A
TBD	John Deere	RT550 Lawn Tractor	1LVS100BETC0400894
TBD	John Deere	355 Mini Excavator	1P96550XTHC01699
TBD	FJ Tractor	40-Ft. Flatbed Trailer	N/A
TBD	Bravo	32-Ft. Top-Along Trailer	N/A
TBD	United	20-Ft. Enclosed Trailer	N/A
2016	Ford	F350 Pickup	1FTSW3D72GBC08517
2007	Freightliner	Four-Door Truck	1PWACVD087HX37252
TBD	TBD	Classic Stack Trailer	N/A
TBD	44.8 Welding	53 Transport Trailer	N/A
TBD	Big Jack	Scissor Lift	N/A
TBD	Toyota	Fork Lift	N/A

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## LIST OF NOSTALGIA &amp; PEDAL CARS

Year	Model	Model	VIN
TBD	Austin	Mini Children's Car	N/A
TBD	Austin	Pedal Car	N/A
TBD	Austin	Pedal Car	N/A
TBD	Bugatti	Type 35 Children's Car	N/A
TBD	Chrysler	Chevonne Kidster	N/A
1959s	Cord	Pedal Car	N/A
1959s	Ferrari	Pedal Car	N/A
TBD	Ford	250 Huplas on Stand	2258 6214
TBD	Harley-Davidson	Bicycle	N/A
1968	Hercules	Cart Mower	12156
TBD	Indian	Original Neon Sign	N/A
TBD	Jaguar	XK 120 Gas-Powered Children's Car	N/A
TBD	Mercury	Monarch Electric Children's Car	N/A
TBD	Mercury	3-Wheeler Electric Children's Car	N/A
TBD	Pontiac	Neon Sign	N/A
1950s	Studebaker	Pedal Car	N/A
TBD	Studebaker	Vertical Neon Sign	N/A

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**SCHEDULE 12 TO THE SINGLE VENDOR AUCTION AGREEMENT**

**CONTINUING POWER OF ATTORNEY/POWER OF AGENCY**

THIS CONTINUING POWER OF ATTORNEY/POWER OF AGENCY is given by Mark Iammartino, not individually but solely as trustee for the Chapter 11 bankruptcy estate of Najeeb Ahmed Khan.

1. **REVOCATION:** I hereby revoke any prior power of attorney/power of agency for the collection of motor cars and memorabilia as outlined in Schedule 2 of this Single Vendor Auction Agreement ("Motor Car(s) or Any Other Lot(s)") or any prior power of attorney/power of agency previously given to me that affects the Motor Car(s) or Any Other Lot(s).
2. **APPOINTMENT AND AUTHORIZATION:** I do hereby constitute and appoint RM Auctions, Inc. d.b.a. RM Sotheby's and any affiliated, successor, or designated companies ("RMS") and RMS employees acting in their capacity as an RMS representative to be my lawful Attorney-in-Fact. I specifically provide my Attorney with and only the following powers:
  - 2.1 Facilitating the sale and transferring title(s) for the Motor Car(s) or Any Other Lot(s) in accordance with the Single Vendor Auction Agreement.
3. **AFFIRMATION:** In granting this Continuing Power of Attorney /Power of Agency, I affirm that I am aware of the authority this Continuing Power of Attorney/Power of Agency is granting, specifically the power as outlined in clause 2.1.
4. **DATE OF EFFECTIVENESS:** This Continuing Power of Attorney/Power of Agency will come into effect on the date it is signed and witnessed. It is my intention, and I so authorize my Attorney, that this authority may be exercised from that date forward and shall be exercised during any incapacity on my part to manage the Motor Car(s) or Any Other Lot(s).

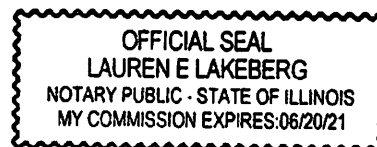
Mark Iammartino  
Printed Name Grantor

Mark Iammartino  
Signature of Grantor

I Lauren E. Lakeberg (Notary) this 12<sup>th</sup> day of December (month), 2019 (year) affirm that Mark Iammartino of Development Specialists Inc. subscribed and swore this Continuing Power of Attorney/Power of Agency.

Lauren E. Lakeberg  
(Signature of Notary)

(Notary Seal)



**SCHEDULE 12 TO THE SINGLE VENDOR AUCTION AGREEMENT**

**CONTINUING POWER OF ATTORNEY/POWER OF AGENCY**

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**THIS CONTINUING POWER OF ATTORNEY/POWER OF AGENCY** is given by Kelly M. Hagan not individually but solely as trustee for the Chapter 11 bankruptcy estates of NAK Holdings, LLC, GN Investments, LLC, and KRW Investments, Inc.

- 1. REVOCATION:** I hereby revoke any prior power of attorney/power of agency for the collection of motor cars and memorabilia as outlined in Schedule 2 of this Single Vendor Auction Agreement ("Motor Car(s) or Any Other Lot(s)") or any prior power of attorney/power of agency previously given to me that affects the Motor Car(s) or Any Other Lot(s).
- 2. APPOINTMENT AND AUTHORIZATION:** I do hereby constitute and appoint RM Auctions, Inc. d.b.a. RM Sotheby's and any affiliated, successor, or designated companies ("RMS") and RMS employees acting in their capacity as an RMS representative to be my lawful Attorney-in-Fact. I specifically provide my Attorney with and only the following powers:
  - 2.1** Facilitating the sale and transferring title(s) for the Motor Car(s) or Any Other Lot(s) in accordance with the Single Vendor Auction Agreement.
- 3. AFFIRMATION:** In granting this Continuing Power of Attorney /Power of Agency, I affirm that I am aware of the authority this Continuing Power of Attorney/Power of Agency is granting, specifically the power as outlined in clause 2.1.
- 4. DATE OF EFFECTIVENESS:** This Continuing Power of Attorney/Power of Agency will come into effect on the date it is signed and witnessed. It is my intention, and I so authorize my Attorney, that this authority may be exercised from that date forward and shall be exercised during any incapacity on my part to manage the Motor Car(s) or Any Other Lot(s).

\_\_\_\_\_  
Printed Name Grantor

\_\_\_\_\_  
Signature of Grantor

I \_\_\_\_\_ (Notary) this \_\_\_\_\_ day  
of \_\_\_\_\_ (month), \_\_\_\_\_ (year) affirm that Kelly M. Hagan of Hagan  
Law Offices, PLC subscribed and swore this Continuing Power of Attorney/Power of Agency.

\_\_\_\_\_  
(Signature of Notary)

(Notary Seal)